

301-200233-008

RECEIVED

FIRST AMENDMENT TO LEASE AND OPERATING AGREEMENT

'93 DEC -9 PM 2:41

THIS AMENDMENT (this "Amendment") is made as of the 30th day of November, 1993 between PHILADELPHIA REGIONAL PORT AUTHORITY, a body corporate and politic created as a public authority and instrumentality of the Commonwealth of Pennsylvania ("PRPA") and ASTRO HOLDINGS, INC., a Pennsylvania corporation ("Astro").

W I T N E S S E T H:

A. Pursuant to that certain Amended and Restated Lease and Operating Agreement between PRPA and Holt Cargo Systems, Inc. ("Holt") dated December 30, 1990 (herein referred to as the "Lease") filed with the Federal Maritime Commission ("FMC") effective January 2, 1991 (FMC No.: 224-200233-007), PRPA leased to Holt, and Holt leased from PRPA, certain real property and improvements commonly known as the Packer Avenue Marine Terminal, Pier 96 South, Pier 98 South and Pier 100 South, as well as certain Cranes (as defined in the Lease) all located in Philadelphia, Pennsylvania.

B. Pursuant to that certain Assignment of Lease between Holt and Astro dated June 14, 1991 Holt assigned to Astro, which assumed from Holt, all of Holt's right, title and interest in and to the Lease.

C. The parties now desire to amend the Lease as hereinafter more particularly set forth.



NOW, THEREFORE, in consideration of the mutual promises herein set forth and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Effective Date. This Amendment shall become effective on the date on which an executed copy of this Amendment is filed with the FMC in accordance with the Shipping Act of 1984 (the "First Amendment Effective Date"). PRPA shall cause this Amendment to be filed with the FMC promptly following the execution and delivery hereof.

2. Definitions. Unless otherwise defined in this Amendment, all terms defined in the Lease shall have the meanings ascribed to them in the Lease when used in this Amendment.

3. Building 1-1A; DRPA Parcel Roadway; Double Pre-Action Sprinkler System; Gate House Parcel Demolition.

(a) Exhibit H of the Lease is amended by deleting Item VIII, "Building Six Extension", and inserting the following in its stead:

VIII. Phase 2 of Building 1-1A; New Access Roadway; Double Pre-Action Sprinkler System; Gate House Parcel Demolition.

Maximum Cost: \$2,250,000

Description:

(i) PRPA will enclose the remaining area between Buildings 1 and 1A (south of the Phase I construction undertaken by Astro pursuant to Item 7 of Exhibit I attached to the Lease) consisting of between approximately 37,500 square feet of space and approximately 39,500 square feet of space. Such space, together with the Phase I construction undertaken by Astro, shall be referred to as "Building 1-1A".

Approximately 31,500 square feet of this newly enclosed area will be refrigerated with installation of appropriate interior walls and refrigeration equipment capable of maintaining a constant temperature of zero degrees Fahrenheit (0°) therein, and shall be usable as either a cooler or a freezer. The remaining area will be used for a loading dock, with appropriate office spaces on both the north and south loading docks for small shipping offices. PRPA shall let bids for construction of the aforesaid refrigerated area and the purchase and installation of all refrigeration equipment intended to be installed therein. If and in the event that the bids received permit PRPA to construct the refrigerated space and purchase and install the necessary refrigeration equipment, as well as perform the work set forth in paragraph (ii) below, without exceeding the Maximum Cost set forth above, PRPA shall promptly undertake both such construction and the purchase and installation of such equipment. In the event that the bids received demonstrate that the cost of performance by PRPA of all of its obligations under this paragraph (i) and under paragraph (ii) below will exceed the above Maximum Cost, then PRPA shall promptly proceed to construct the refrigerated space and will simultaneously apply for the necessary funds to purchase and have installed therein the refrigeration equipment. The refrigeration equipment, however, shall be purchased and installed promptly upon and subject to PRPA receiving approval for such funds.

(ii) Promptly following PRPA's acquisition of all necessary consents and easements from DRPA, as well as any necessary governmental permits or approvals, PRPA will undertake the preparation, grading and paving of the roadway that will lead from Packer Avenue across the DRPA Parcel to the new gate complex. Astro will reasonably cooperate with PRPA at all times to facilitate PRPA's acquisition of the aforesaid consents, easements, permits and approvals.

(iii) PRPA will install a double pre-action sprinkler system in the refrigerated areas in Buildings 1A and 1-1A.

(iv) Upon conveyance by Astro to PRPA of fee simple title to the Gate House Parcel (as defined in Item V of



this Exhibit "H"), in accordance with the terms of Item V of this Exhibit "H", PRPA shall seek from all appropriate governmental agencies all permits, approvals, consents and similar official actions necessary for undertaking the demolition, removal and disposal of all improvements presently situated upon the Gate House Parcel, and shall then, so long as and to the extent that the Maximum Cost set forth above is not exceeded, demolish all buildings, structures and improvements presently situated on the Gate House Parcel and remove and dispose of all debris resulting from such demolition.

(b) Item 7 on Exhibit I attached to the Lease is amended by deleting the first, second and fourth paragraphs thereof, leaving only the third paragraph (respecting Astro's obligation to construct Phase I of Building 1-1A).

4. Permanent Gate House. Exhibit A-2 attached to the Lease is hereby deleted. Item V of Exhibit H attached to the Lease is hereby amended and restated in its entirety as follows:

V. Permanent Gate House.

Maximum Cost: \$2,327,000

Description:

1. Astro intends to acquire fee simple title to that certain parcel of real estate contiguous to the Terminal, located at the southeast corner of Packer and Delaware Avenues, which is labeled the "Publicker Property" on Exhibit A-II attached to this Amendment and incorporated herein by reference (the "Publicker Property"). The Publicker Property is owned by Overland Corporation and is controlled in part by Chester B. Salomon, Trustee of Overland Corporation (the "Trustee") and the United States Environmental Protection Agency ("EPA"). Astro has requested the consent of EPA and the Trustee to locate a parking lot, access lanes and Permanent Gate House for the Terminal (collectively, the "Gate



House Improvements") on a portion of the Publicker Property (being hereinafter defined as the "Gate House Parcel"), although to date Astro has neither acquired title to the Publicker Property nor received such approval.

2. At such time hereafter as EPA affirmatively states to Astro and PRPA that the Gate House Parcel (as hereinafter defined) of the Publicker Property has been remediated to the satisfaction of EPA, is no longer on the "Superfund list" of contaminated properties and that fee title thereto may freely be transferred to third parties, Astro shall retain an environmental engineering firm to which PRPA shall have given Astro its prior written approval (the "Engineer"), at a maximum aggregate cost of \$10,000.00, and Astro and PRPA shall jointly prepare a letter of instructions to the Engineer requesting an environmental audit of the Gate House Parcel which shall include, but not be limited to, investigation, analysis and quantification of (i) all asbestos, PCB's and other hazardous substances (as defined in the Lease) which may be contained upon the Gate House Parcel or any improvements thereon, (ii) a determination of the number of above ground and underground storage tanks on the Gate House Parcel, the contents thereof and to what extent leakage has occurred therefrom, and (iii) such soil, ground water and other tests as may reasonably be required in order to quantify the foregoing and provide Astro and PRPA with an accurate estimate of the cost of removing all hazardous substances and contaminated materials from the Gate House Parcel and properly disposing thereof in accordance with all laws (collectively, "Remediation Costs"). The Engineer shall include a summary of all of its findings and conclusions, and an estimate of the Remediation Costs, in its written site assessment report (the "Site Report"), which shall be delivered to both Astro and PRPA. When the Engineer has completed its work and the parties have received the Site Report in final form acceptable to both Astro and PRPA, PRPA shall reimburse Astro for one-half (1/2) of the costs paid to the Engineer by Astro under the Engineer's contract, to be evidenced by paid receipts from the Engineer, cancelled checks provided by Astro, or other evidence of payment reasonably acceptable to PRPA.

3. Upon receipt of the Site Report in final form approved by both parties, PRPA shall determine in its sole discretion, based upon (i) the EPA's conditions, if any, to the release and conveyance of the Publicker Property (including, but not limited to, whether the EPA imposes any requirements upon fee owners thereof to perform periodic environmental testing at the property), (ii) the contents and conclusions of the Site Report, (iii) the state of title to the Publicker Property (including, without limitation, the existence of monetary or other liens or encumbrances or rights of third parties), and (iv) all other facts and data deemed relevant by PRPA, whether it elects to pursue acquisition and development of the Gate House Parcel as provided for in the following paragraphs 4 through 6 (inclusive) or, in the alternative, elects instead to construct the Gate House Improvements at that location within the Terminal designated "alternate gate house location" on the site plan attached hereto as Exhibit "B" (the "Alternate Site") and in accordance with the terms of paragraph 6 below. In the event that PRPA, by written notice to Astro, elects to construct the Gate House Improvements at the Alternate Site, paragraphs 4 through 5 (inclusive), below, and Section (iv) of Item VIII of this Exhibit "H", shall cease to have any further force or effect.

4. If PRPA elects to pursue development of the Gate House Improvements upon the Gate House Parcel as aforesaid, Astro shall, at Astro's sole expense, acquire fee simple title to the Publicker Property, and the Gate House Improvements shall be constructed upon a portion of the Publicker Property abutting the Terminal at the southwesterly end of the Publicker Property, comprising approximately 1.75 acres of land, the precise size and configuration of which shall be mutually agreeable to both PRPA and Astro (the "Gate House Parcel"). Astro shall apply for and receive final approval of the subdivision of the Gate House Parcel out of the Publicker Property, at Astro's sole expense, following PRPA's written approval of the final subdivision plan. Astro shall give written notice to PRPA when Astro has both acquired fee simple title to the Publicker Property, and subdivided the Gate House Parcel as herein required and shall



certify to PRPA that all appeal periods respecting such subdivision have expired without any appeals having been filed. Thereupon, if PRPA shall determine that Astro's fee simple title to the Gate House Parcel is good, marketable, free of all liens, encumbrances or rights of third parties which are objectionable to PRPA in its sole discretion, and insurable as such by a reputable title insurer at the regular basic rates, PRPA will give written notice to Astro to convey fee simple title to the Gate House Parcel to PRPA. Such notice shall be given by PRPA within thirty (30) days after receipt by PRPA of Astro's notice that it has acquired fee title to the Publicker Property and obtained the final subdivision of the Gate House Parcel.

5. Upon receipt of PRPA's notice requesting conveyance of the Gate House Parcel, Astro shall convey fee simple title to the Gate House Parcel to PRPA by Astro's special warranty deed delivered to PRPA, executed and in recordable form. The consideration for the conveyance of the Gate House Parcel by Astro to PRPA shall be one dollar (\$1.00). The conveyance shall be conditioned upon PRPA's conclusions as to the environmental condition of and state of title to the Gate House Parcel remaining unchanged on the date of conveyance. The conveyance shall take place at a mutually convenient time on or before the 30th day after the date of PRPA's aforesaid notice to Astro, at the offices of PRPA or such other location as to which the parties may agree. Each party shall bear its own costs of the conveyance and each shall pay one-half (1/2) of any realty transfer taxes owing on account of the recording of the deed. Thereupon, the Gate House Parcel shall become part of the Terminal leased to Astro for all purposes under the Lease. (See section (iv) under Item VIII of this Exhibit "H" with regard to the demolition of existing improvements upon the Gate House Parcel and removal of debris.)

6. The Permanent Gate House to be constructed shall consist of a new gate house and office complex which will permit the processing of containers entering or



leaving the Terminal at that location, utilizing the booths and gate canopies already provided by Astro pursuant to Section 7.6(e)(vii) of the Lease, and shall include an associated parking lot and, if the Gate House Improvements are constructed on the Gate House Parcel, extension of the presently existing access lanes serving the Terminal by the addition of 6-8 lanes. Prior to commencement of construction by PRPA, the parties shall mutually agree upon the plans and specifications for all of the Gate House Improvements, which shall be prepared by an architect or engineer retained by and under the direction of PRPA (the "Plans and Specifications"). When the parties have approved the Plans and Specifications PRPA, through its contractors, shall undertake construction of the Gate House Improvements. PRPA shall not be obligated to spend more to construct the Gate House Improvements than the unexpended portion of the Maximum Cost stated above then remaining. Notwithstanding the foregoing, Astro may elect, upon PRPA's reasonable approval, to cause Plans and Specifications to be drawn which result in the cost of construction of the Gate House Improvements exceeding the remaining portion of the Maximum Cost; provided, however, that in such event Astro shall reimburse PRPA for the excess costs incurred by PRPA in constructing the Gate House Improvements above the remaining portion of the Maximum Cost, upon billing, as additional rent payable under the Lease.

5. Demolition of Publicker Property. Exhibit I of the Lease is amended by inserting the following therein as Item 8:

8. Demolition of Publicker Property.

Following acquisition by Astro of title to the Publicker Property as referenced in Item VIII of Exhibit H of this Lease, Astro will demolish all buildings, structures and improvements presently situated on the Publicker Property (exclusive of those improvements situated on the Gate House Parcel which are demolished by PRPA), to the extent deemed necessary by PRPA to assure proper use of and access to the Gate House Parcel, and shall remove and dispose of all debris resulting from such

demolition, in accordance with all governmental requirements including, without limitation, all EPA requirements.

6. Signage and Striping; Tie-Downs on Berth.

(a) Item 5 on Exhibit I attached to the Lease, "Signage and Striping", is deleted from Exhibit I and hereby restated in its entirety to read as follows and inserted in Exhibit H as new Item IX, for a Maximum Cost of One Hundred Seventy-Six Thousand Two Hundred Twenty and 65/100 Dollars (\$176,220.65):

IX. Signage and Striping.

At a mutually convenient time, Lessor and Lessee will jointly create a plan for the signage and striping of the entire Terminal (excluding the Additional Parcels), which plan shall be implemented by Lessor.

(b) The following is inserted in Exhibit H of the Lease as Item X:

X. Tie-Downs On Berth.

PRPA, at its expense, has installed tie-downs on Berths 4 and 5.

7. Punch List Items. Attached hereto as Exhibit "C" and made a part hereof is that certain letter dated November 13, 1992 from Urban Engineers, Inc. addressed to Holt Cargo Systems, Inc. and containing a revised electrical punch list for Phase I of Building 1-1A (the "Electrical Punch List").

Attached hereto as Exhibit "D" and made a part hereof is that certain letter dated November 13, 1992 from Urban Engineers, Inc. addressed to Holt Cargo Systems, Inc. containing a revised structural punch list for Phase I of Building 1-1A (the "Structural Punch List").

(a) Exhibit H of the Lease is amended to add the following as Item XI:

XI. Punch List Items.

PRPA will perform item numbers 18 and 45 on the Electrical Punch List. With regard to the North Loading Dock Area items on the Structural Punch List, PRPA will perform the work set forth in the second through fourth sentences of Item 3 of that Punch List, Items 4, 5 and 6 thereof (provided that PRPA's obligation to repair cracks pursuant to the last sentence of Item 6 shall be limited to grouting the cracks), Item 7, bolt down the stair platform and paint the handrails referenced in Item 8 (the remainder of work in Item 8 to be performed by Astro), Item 9 and Item 10. With regard to the Pear Room items listed in the Structural Punch List, PRPA will perform Items 1 and 2. With regard to the South Loading Dock items listed in the Structural Punch List, PRPA will perform Item 1, Item 2 (expressly limited, however, to grouting all cracks) and Item 4.

(b) Exhibit I of the Lease is amended to insert the following as Item 9:

9. Punch List Items.

(i) In the Electrical Punch List, Astro shall perform Items 1 (utilizing spray paint instead of an adhesive-type marking label to identify the control circuits as referenced in the last sentence thereof), 5, 9, 31 through 44 (inclusive), 46 and 48 (substituting the word "latch" for "lock" in Item 48) in the Electrical Punch List; (ii) in the Structural Punch List respecting the North Loading Dock Area, Astro shall perform Item 1, the work referenced in the first paragraph of Item 3, Item 8 (excluding the bolting down of the stair platform and the painting of new handrails, which PRPA shall



perform; (iii) with regard to the Structural Punch List for the Pear Room, Astro shall perform Items 3, 4, 5 and 6; (iv) with regard to the Structural Punch List for the South Loading Dock, Astro shall perform Item 3, and (v) with regard to the Miscellaneous category on the Structural Punch List, Astro shall complete Item 1.

8. Open Invoices. As of this date, PRPA owes to Astro payment of unpaid invoices aggregating \$573,973.36. It is agreed that Astro shall pay to PRPA the sum of \$416,187.03 within thirty (30) days following the date of execution of this Amendment, and at the same time PRPA shall pay to Astro the entire \$573,973.36 owing on account of such invoices. (Such unpaid invoices do not include invoices respecting the cost of purchasing the PACECO Crane.)

9. Lease Remains in Effect. As amended hereby, the Lease remains in full force and effect. In the event of any conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall govern and control.

11. Execution in Counterparts. This Amendment may be executed in identical counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

PHILADELPHIA REGIONAL PORT AUTHORITY

ATTEST: David A. Daubky  
[CORPORATE SEAL]

BY: Roger J. Gisinger

ASTRO HOLDINGS, INC.

ATTEST: Betty Wolf  
[CORPORATE SEAL]

BY: Lauran J. Holt IR

Approved as to Form and Legality

By: James Mulroy  
Chief Counsel  
Philadelphia Regional Port  
Authority

Approved as to Propriety and  
Availability of Funds:

THE PHILADELPHIA REGIONAL  
PORT AUTHORITY

By: Bruce J. Colucci

Name: Bruce J. Colucci

Title: Administrator of Fiscal Services

By: David J. Doh  
Office of the Attorney General  
of the Commonwealth of  
Pennsylvania

Approved as to Propriety and  
Sufficiency of Funds

By: Dennis D. Morley  
Comptroller 12-1-93  
Philadelphia Regional Port  
Authority

GUARANTY

HOLT CARGO SYSTEMS, INC. ("Holt"), intending to be legally bound hereby, unconditionally guarantees to the PHILADELPHIA REGIONAL PORT AUTHORITY ("PRPA"), its successors and assigns, the full and faithful performance by ASTRO HOLDINGS, INC. ("Astro") of all of Astro's obligations under the Amended and Restated Lease and Operating Agreement dated December 30, 1990 between the PRPA and Holt and subsequently assigned to ASTRO under an Assignment of Lease between Holt and Astro dated June 14, 1991, as amended by that certain First Amendment to Lease and Operating Agreement of even date herewith.

DATED this 16 day of NOV, 1993.

HOLT CARGO SYSTEMS, INC.

By: 

BERNARD GELMAN  
Vice President Finance







EXHIBIT "B"

[illegible]

CONTAINER TRANSPORT TECHNOLOGY  
P.O. BOX 339 FANMOOD, NEW JERSEY 0702

PHILADELPHIA POST CORPORATION  
PACKER AVENUE MARINE TERMINAL, PHILADELPHIA PA.  
EXISTING CONTAINER TERMINAL





United States Maritime Commission

300 North 3rd Street

Philadelphia, PA 19106

215-592-1729

215-592-1729

215-592-1729

215-592-1729

November 13, 1992

Mr. Tom Holt, Jr.  
HOLT CARGO SYSTEMS, INC.  
101 North Broadway  
Lancaster City, NJ 08030

Re: Building No. 1/1A Extension, Site Contract H-7  
Electrical Punchlist - Revised

Dear Mr. Holt:

On November 5, 1992 Mr. Sunil Khatri (UEI) and myself performed an electrical walk-through of the Building No. 1/1A Extension in order to more accurately update the status of the electrical punchlist for this project. As you are aware, UEI's first electrical punchlist was issued on November 1, 1991 and has been updated numerous times since then. It is with much regret that we are taking this time to notify you that many of these items listed in the November 21, 1991 punchlist letter still have not been completed by your firm.

We ask that you review these items on the attached punchlist and provide PRPA/UEI with a schedule of anticipated dates of when each item will be complete and ready for review. You will note on the right hand side of the punchlist there is a column for Holt's signature which correlates to the completion of each item. We ask that upon completion of each item that you or another representative from Holt initial in the appropriate area and provide a date for which this work was complete. Please note the following:

Initials &  
Date Complete

There is a lack of wire color coordination for all systems which have more than one nominal voltage. Materials Specifications (10U) call for color coding of all wires and control circuits. Wire color codings should be used for 110/220 and 480 volt systems. Reviewing NEC code, the wire installed may be in variance, and if it is, UEI requests that an as-built sketch of each panel be issued showing the proper color codings for each different voltage. In addition to being color coded, the control circuits shall be identified with an adhesive type marking label which is currently not present for all systems.

Robert C. Olson, PE  
K. Yernami Terzian, PE  
Edward J. D'Alba, PE  
Robert E.

EXHIBIT

Camden, New Jersey  
Erie, Pennsylvania  
Buffalo, New York



Tom Holt, Jr.  
September 13, 1992

Design Complete

As requested on design drawing E-5 under the Shop Drawing Section, catalog cuts are to be submitted for approval for all lights, transformers, panel boards, and other misc. electrical equipment. This has not been performed to date.

UEI notes that all exit signs shown on Edward A. Moy's design drawings are currently installed with the exception of the one exit sign shown to be installed inside the pear room above the north door. As previously suggested, Holt should install the exit sign at an elevation so that it is visible above the top of the stacked fruit pallets.

One Hubbell light fixture inside the pear room currently does not work. Holt is to repair or replace immediately.

As mentioned in Item 1, designation labels are still missing on various panel boards, transformers, etc. Holt should install these as soon as possible since this is currently a potential hazard.

A northern most sprinkler system house inside the pear room is missing its door.

UEI has not yet received in writing notification from the electrical consultant and/or electrical building inspector that the tap to panel DBCRA is in conformance and acceptable under the present code.

On design drawing E-5 under the Installation Specification Section 15, it is noted that all conductors shall be color coded and identified at each termination/splice. UEI does not understand the intent of this specification section and requires proper clarification by the design consultant.

As noted in UEI's June 4, 1992 letter to yourself, due to major changes from that of the original plans which were approved by the Philadelphia Division of License and Inspection, it was requested that Holt resubmit the revised March 18, 1992 design drawings to L&I and revise the Certificate of Occupancy indicating the as-built condition of the building. As of this date, we have not yet received any indication from your firm that this has occurred.



Tom Holt, Jr.  
September 13, 1992

Initials &  
Date Complete

4. Note that the structural steel framing around the loading dock doors is required to be wire brushed clean and touch-up paint applied. Currently, there are areas that are unpainted and others that are rusting through the existing paint. It is also noted that during the loading dock door installation there are many areas where the loading dock door frames were supported off of the building structure. These welds are to be wire brushed and painted as well.
5. Miscellaneous structural steel, including bolted, welded connections and turnbuckles throughout Building No. 1/1A require cleaning and painting. Including all grounding lugs, column base plates, dock leveler frames, etc.
6. Concrete slag found around the bollards in the loading dock area should be cleaned off and the bollards repainted. Slag around the base of the bollards is also to be removed. Bollards at door No. 22 are welded to base plates which are in turn bolted to the concrete floor. These bollards are to be removed and replaced per detail 9 on drawing A-6. Cracks throughout the concrete floor slabs in the building should be ~~repaired~~ *grouted* per an approved method.
7. The blue numbers painted above the loading dock doors were installed using printers ink. These numbers currently are faded and running down the face of the metal decking. These numbers are rejected and should be removed and repainted using an approved paint.
8. All handrails are rejected and should be removed. Handrails are to be manufactured and installed per Paull Engineering revised drawings. The Ingress / Egress stair platform between the north loading dock and the pear room is to be manufactured and painted per the approval submission.

*Chalk down stair platform  
& paint handrails*



300 North 3rd Street  
Philadelphia, Pennsylvania  
19106-1193

Telephone (215) 922.8080  
Telex 83.4209  
Fax (215) 592.1129

November 13, 1992

Mr. Tom Holt, Jr.  
HOLT CARGO SYSTEMS, INC.  
701 N. Broadway  
Gloucester City, NJ 08030

Re: Building No. 1/1A Extension, Contract H-7  
Structural Punchlist - Revised

Dear Mr. Holt:

As a follow-up to our originally issued letter dated April 14, 1992, regarding Building No. 1/1A Structural Punchlist, UEI notes that the following items still remain outstanding and must be corrected prior to payment for this project:

NORTH LOADING DOCK AREA

Initials &  
Date Complete

Provide plans and necessary permits for PRPA's approval for the insulated waterlines leading from mechanical room in to the north end of Building No. 1 through the north loading dock to the trailers located just outside the north west loading dock.

2. This item is complete.

Provide a submission for PRPA's approval for both types of the five (5) panel loading dock doors. Currently, the installation of Doors No. 13 through 22 are not acceptable due to the fact that a gap exists around the doors when they are in the closed position. They will need to be flashed similarly to door numbers 1-12. Also, some doors are noted not to close all the way when the door is in the locked position.

EXHIBIT  
"D"

Robert C. Olson, PE  
K. Yermant Terzian, PE  
Edward J. D'Alba, PE  
Robert

Camden, New Jersey  
Erie, Pennsylvania  
Buffalo, New York



.. Tom Holt, Jr.  
vember 13, 1992

Initials &  
Date Complete

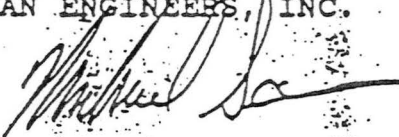
UEI points out that one of the 96" florescent light fixtures on the northwest loading dock is missing its defuser. UEI also requests that the design engineer review the three 96" florescent light which were installed in the far west corner of this loading dock which do not appear on his drawing E-3. If this is acceptable to the design engineer, this should be noted on the as-built set of drawings.

Lighting Panel "LPCRA" requires a lock for its cover.

If you have any questions or comments with this matter, please do not  
tate to contact me.

Very truly yours,

URBAN ENGINEERS, INC.



Michael Scott  
Construction Engineer

D. Dambly	- PRPA
C. Trovato	
A. Woodford	
C. Lawrence	
M. Petroski	
S. Khatri	- UEI
F. Ayers	
J. Maffei	- HOLT

Final Report &  
Data Complete

On design drawings E-5 under the Installation Specification Sections 11, 12, 13, 14 & 15 the electrical contractor is required to perform various tests to insure the installation of the electrical work is in compliance with the design drawings. Under the Grounding Specifications Section 4, a continuity test is required to be performed on grounding. As of this date, we have not yet been notified by the electrical contractor as to when he intends to perform these tests. As previously noted, UEI requires to be present during the testing of these various items to witness the results.

UEI notes that the design drawing E-1 Elevation 2 indicates that two junction boxes are to be located directly above the wire way. The as-built condition is such that the left junction box does not exist. The design consultant is to verify that this junction box is in fact not required.

On design drawing E-2 inside the atomizer room, UEI detected an incorrect voltage label on the new panel "PLPCRB". During the recent punchlist walk through, it was noted that the incorrect label was removed; however, a correct label noting that the lighting panel is a 120/208 volt panel has not yet been installed.

The supplied water line to the water pump located inside the atomizer room has been heat traced. However, a small section of it has not yet been insulated around the heat traced pipe. Despite the fact that a heating unit is installed inside the room, UEI requests that Holt still install the insulation.

45. Under the installation Specification No. 21 the design engineer has requested that the contractor seal all openings in the fire rated partitions with UL listed fire proofing materials. UEI acknowledges that Holt has used a fire retardant expanding hole filler (Touch'n Foam) which is UL classified; however, not all penetrations have been sealed in the pear room. UEI notes that in the southwest corner where the piping penetrates into portside and where the grounding also penetrates into portside have not yet been sealed. It was noted that other electrical conduits penetrations in the pear room also have not yet been sealed.



M- Tom Holt, Jr.  
11 November 13, 1992

Initials &  
Date Complete

9. The base plates for all columns should be grouted. A roof drain from the existing Building No. 1 is uncapped and water stains can be found running down the insulated panel on the east side of the north loading dock area. This pipe should be capped and the insulated panel closed. The insulated panel should be painted if necessary.
10. Many of the down spouts outside of the north loading dock doors have been damaged. Similarly, a lot of the newly installed flashing around the insulated panels at the door openings have been damaged and should be replaced appropriately.

#### PEAR ROOM

- Turn buckles, welded connections, bolted connections and rusted areas on the structural steel should be cleaned and painted. The 90 degree elbows of the exhaust hoods on the chillers are rusted and should be replaced or re-galvanized.
- The metal deck roofing on top of the ~~block house~~ and two pump houses should be flashed and sealed according to that which was performed on top of the atomizer room.
- Provide catalog cuts for the Atomizing Systems, Inc. equipment for PRPA's review.
- Repair the damaged corner of the block house.
- The north fire pump house inside the pear room has been damaged. The metal deck siding should be replaced accordingly.
- In the south west corner of the pear room the metal deck siding adjacent to portside has a 1' diameter hole in it and it should be repaired accordingly.



Tom Holt, Jr.  
ember 13, 1992

Initials &  
Date Complete

SOUTH LOADING DOCK

1. All structural steel including wide flange beams, bar joists, bolted or welded connections and some locations on the sprinkler system should be cleaned and painted. ]
2. As previously mentioned, all cracks in the concrete floor are to be ~~repaired~~ *grouted* per an approved method. ]
3. Flashing on both sides of the electric vertical sliding doors leading from the south loading dock to the freezer building are damaged and need repair. ]
4. UEI suggests that the two (2) grounding rods located on the south loading dock be protected similarly to that of the 4160 V electrical line located on the north exterior wall of the Fire Pump House. One (1) grounding rod has already been taken out by one of Holt's cleaning crews and had to be replaced. ]

MISCELLANEOUS

1. Provide O & M Manuals for all cooling equipment, switch gear, atomizing equipment, dock levelers, fire protection modifications, etc.

Contrary to what has been said at the Bi-monthly Holt Schedule Meetings very little action has been taken on your behalf regarding the correction of the structural punchlist items for the Building No. 1/1A project. In an effort to minimize wasted time UEI is requesting that upon completion of any structural punchlist item that you or the responsible Holt representative initial and date that item.

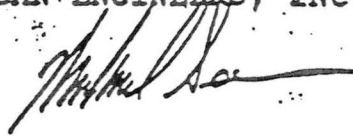
Tom Holt, Jr.  
November 13, 1992

Initials &  
Date Complete

We look forward to your timely action on the above mentioned issues. Should you have any questions or comments, please do not hesitate to contact us.

Very truly yours,

URBAN ENGINEERS, INC.



Michael Scott  
Construction Engineer

cc: D. Dambly - PRPA  
A. Woodford  
C. Lawrence  
C. Trovato  
M. Petroski  
F. Ayers - UEI  
J. Maffei - HOLT